

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION

Roger Cleveland Golf Company, Inc.,)	Civil Action No. 2:09-2119-MBS
)	
Plaintiff,)	
)	
vs.)	
)	
Christopher Prince, Prince Distribution,)	
LLC, and Bright Builders, Inc.,)	
)	
Defendants.)	
_____)	

VERDICT FORM

We, the jury, find the following:

The Court has concluded that Christopher Prince and Prince Distribution, LLC are liable for trademark counterfeiting and infringement in violation of the Lanham Act.

1. Was **Christopher Prince and/or Prince Distribution, LLC's** conduct willful?

☒ Yes ☐ No

If you found that **Christopher Prince and/or Prince Distribution LLC's** conduct was willful, what amount of statutory damages per mark do you assess against these defendants for trademark counterfeiting and infringement? \$ 2,500.00

If you found that **Christopher Prince and/or Prince Distribution LLC's** conduct was not willful, what amount of statutory damages per mark do you assess against these defendants for trademark counterfeiting and infringement? \$ _____

2. Has Cleveland Golf proven by a preponderance of the evidence that **Bright Builders, Inc.** is liable for contributory or vicarious trademark counterfeiting and infringement?

☒ Yes ☐ No

3. If the answer to question 2 is yes, was **Bright Builders, Inc.**'s conduct willful?

☒ Yes ☐ No

If you found that **Bright Builders, Inc.**'s conduct was willful, what amount of statutory damages per mark do you assess against this defendant for trademark counterfeiting and infringement? \$ 70,000.00

If you found that **Bright Builders, Inc.**'s conduct was not willful, what amount of statutory damages per mark do you assess against this defendant for trademark counterfeiting and infringement? \$ _____

4. Has Cleveland Golf proven by a preponderance of the evidence that **Christopher Prince and/or Prince Distribution, LLC** violated the South Carolina Unfair Trade Practices Act?

☒ Yes ☐ No

5. If the answer to question 4 is yes, what amount of damages do you assess against **Christopher Prince and/or Prince Distribution, LLC**? \$ 250.00

6. If the answer to question 4 is yes, was **Christopher Prince and/or Prince Distribution, LLC**'s conduct willful?

☒ Yes ☐ No


7. Has Cleveland Golf proven by a preponderance of the evidence **Bright Builders, Inc.** violated the South Carolina Unfair Trade Practices Act?

☒ Yes ☐ No


8. If the answer to question 7 is yes, what amount of damages do you assess against **Bright Builders, Inc.**? \$ 250.00

9. If the answer to question 7 is yes, was **Bright Builders, Inc.**'s conduct willful?

☒ Yes ☐ No



Foreperson's Signature



Foreperson's Printed Name

Columbia, South Carolina
March 10, 2011